

1 -- it was News Force TV 51 was the title of it. And it's
2 not like a newscast you'd see on a regular television
3 station, a big time television station.

4 This one we did in house with unprofessional
5 talent. We used staff members, people that were camera
6 operators. The main anchor for the news, this mock newscast
7 that we did, the main anchor was Linda Hendrickson, who was
8 -- who came in with Mike Parker from Partel. She was our
9 lead anchor.

10 And we set it up pretty much like a regular
11 newscast. It was one hour in length, but the news stories
12 that we showed during the newscast were things about TV 51
13 and about the Reading area.

14 For example, TV 51's got renovations going on in
15 the building. It's going to be an all new station, it's
16 going to look great. You know, we're going to be out
17 covering things in the community. There was a story about
18 our transmitter, how we were going to increase our signal,
19 we're going to be able to reach Philadelphia. We had
20 special graphics made up to show how we could reach
21 Philadelphia.

22 That gentleman, Cal Tait who was there, I
23 mentioned his name earlier, he's assistant production
24 manager, he stepped in as the sports guy. So he was the
25 sports reporter.

1 So, when it was all said and done, we put together
2 this nice one hour newscast and never really aired on TV.
3 It was used for a stockholder's presentation. Mike Parker
4 instructed us to make this tape, we put it together, and,
5 again, it was to use at a stockholder's meeting, which I
6 think was around Christmas time '89, 1990. And we aired it
7 on the TV in the studio, turned the lights down and, you
8 know, it was well received.

9 It was -- you know, it covered areas that made us
10 look nice. Made us look like we were going somewhere.

11 Q But that was not a television news program that
12 you broadcast on the station?

13 A No, it never aired. It never actually went over
14 the air, no.

15 Q Besides that not newscast, was any other effort
16 made to produce a local television news program by WTVE
17 during the period 1989 to 1994?

18 A Besides that one, we did try something else. And
19 this one didn't air, as well. This never hit the airwaves.
20 In 1994, this gentleman, Mike Reinert, he used to work TV 51
21 back in like 1980, 1981 when it had news, and then he moved
22 off to -- he got into radio and he was doing news on radio.
23 But he always kept in touch with me and the station over the
24 years.

25 And in '94, he started talking to me about doing

1 this newscast, you know, we could do a newscast. You still
2 got -- you guys still have the studio, you have the camera
3 right there and he thinks, he thought it could work and he
4 thought he could get the sponsorship for it. So, he said
5 before he could get the sponsors, though, he needed to have
6 like a demo tape that he could take out and show what the
7 newscast would look like.

8 So, we got together -- this took like, probably
9 took about six to eight months by time we pieced this thing
10 together, all these little meetings we had. And we went out
11 and covered a few stories that were kind of generic, that
12 they weren't what you'd see on a nightly newscast. We try
13 to make them so that this demo tape, we'd be able to use it
14 for a few months.

15 We had the earthquake. You mentioned the
16 earthquake before in '94. We covered -- we went out and
17 shot some footage of that. This guy, Mike Reinert, did a
18 little sports story, he did the weather. And we packaged
19 it, it came out to like a half hour. And that newscast was
20 something that -- it may have had a shot. I mean, it really
21 looked sharp when we were finished with it. And Mike said
22 he was going to be responsible for coming up for the dollars
23 to make this thing happen on a daily basis. The station, we
24 weren't -- we weren't going to, you know, spend the money to
25 broadcast making news every day, but it was up to him to

1 come up with the sponsors for it.

2 Q When you said Mike was going to come up with the
3 sponsors, you're referring to Mike Reinert?

4 A Mike Reinert, yeah.

5 Q Was this demo tape shown to Mr. Parker?

6 A The demo tape? After it was done, Mike Reinert
7 had possession of it and I had set him with a meeting with
8 Mike Parker. And I don't know if he had a chance to show
9 the tape to Mike Parker, but he had been asking me if he
10 could meet with Mike Parker for months. Like the six to
11 eight months that I told you it took to produce this.

12 He wanted to meet with Mike Parker about this.
13 And I brought it up to Mike a few times and Mike told me to
14 work with him and, you know, see if he could really get the
15 sponsorship for it. And if he does, you know, we might be
16 interested in it.

17 But it didn't go anywhere. He didn't get the
18 sponsors and the station wasn't prepared to foot the bill to
19 do a nightly newscast.

20 Q Mr. Bendetti, in testimony offered by Mr. Parker,
21 he stated that the public service programming provided by
22 station WTVE during the period 1989 to 1994 could be
23 calculated based on an assumed rate of \$5 per minute of
24 station time.

25 And I'm referring for the benefit of Mr. Hutton

1 and Mr. Shook and Your Honor, to Reading Broadcasting
2 Exhibit No. 5, the testimony of Michael Parker at page 2.

3 Could you please state based on your own personal
4 familiarity with the station's operations, whether it is
5 valid to calculate the value of public service announcement
6 time based on an assumed rate of \$5 per minute of station
7 time?

8 A I'm not sure where, where the \$5 rate came from.
9 I mean, we had various rates during that time period that
10 you spoke about, '89 to '94. I mentioned earlier we were
11 doing a lot of commercials and we were offering these
12 packages for people that came on the air. I think those
13 folks came on for one month, they would get their commercial
14 aired every day three times a day for \$290. That was the
15 deal.

16 So, if you break that down, that was less than --
17 I don't know, we were giving it away. And we even would run
18 their commercials after their package was over, just trying
19 to keep them interested in the station. We had the
20 available air time, so we would just leave commercials on in
21 hopes that they would have us come out and make another
22 commercial for them, or that maybe they would get some
23 response.

24 So, I mean, there spots people run on there for --
25 they weren't paying anything. We did some with Boscotts

1 Department Store where we just ran them for a couple days,
2 you know, at no charge to see if we could trigger some
3 response. But, again, it was the home shopping club. It
4 was difficult for anybody to really make their commercials
5 work while they were running during home shopping.

6 Q Mr. Bendetti, evidence has been offered by Reading
7 Broadcasting concerning the availability to the viewing
8 public in Reading of news coverage. Could you please state,
9 based on your own personal observation, the extent to which
10 any television stations receivable in Reading routinely
11 carry coverage of local Reading news and events during the
12 1989 to 1994 license term?

13 A From '89 to '94, possibly Channel 8 out of
14 Lancaster. They would maybe send crews down into Reading,
15 Berk's County area to do some news coverage of Berk's
16 County. But that was about it. The rest of the stations
17 were down to Philadelphia. Or Harrisburg was the next
18 closest. Channel 69 was in Allentown, but they really
19 didn't come up.

20 Q Did the Channel 8 in Lancaster station provide
21 routine coverage of Reading area news events during the
22 license term 1989 to 1994?

23 A You're saying did they regularly?

24 Q Yes.

25 A No. It was -- again, that's a Lancaster,

1 Harrisburg newscast. But it's like about a 40 minute drive
2 from Reading, so occasionally, if there was something
3 exciting going on in Reading, they would send a crew down
4 and you might see a blip of it on Channel 8. I mean, it
5 would be a small part of their newscast, but I just know
6 from, you know, viewers in our area, Channel 8 was the one
7 that they would watch back then if they wanted to watch a
8 local newscast instead of the Philadelphia newscast.

9 Q Mr. Bendetti, evidence was offered by Reading
10 Broadcasting concerning the station's involvement in the
11 production and distribution of the television program
12 entitled To Russia from the Heart. And that evidence,
13 including testimony that the station's resources which were
14 devoted to that project, were donated by the station.

15 Are you familiar with the production From Russia
16 -- To Russia from the Heart?

17 A Yes.

18 Q By the station?

19 A Yes.

20 Q Could you please describe your involvement in that
21 production?

22 A I was the production manager on the shoot. it
23 took place out in California with Dale Evans of Dale Evans
24 and Roy Rogers, and she was the talent. She spoke to the
25 camera and we used a teleprompter and she read information

1 about how at that time, Russia was very fragile, that it was
2 a good time for us to try to get bibles into Russia. This
3 may be the only opportunity we have.

4 So, that was the premise of the show.

5 Q And to your knowledge, did the station expect to
6 receive any payments in connection with the production and
7 distribution of that program?

8 A Say that again.

9 Q To your knowledge, did the station expect to
10 receive any payments in connection with the production and
11 distribution of that program?

12 A Yeah. The idea was if we were to run public
13 service announcements -- what we were able to gather from
14 that shoot with Dale Evans is we're able to get a half hour
15 show like a infomercial, but in this case, it was for a good
16 cause. It wasn't selling a product. It was trying to get
17 people to donate money for bibles.

18 And we also created like a 90 second and a 120
19 second PSA PI/PI PSA. Like if people called up and donated
20 19.95 -- I don't know what the exact price was, I'm just
21 using that as an example, but if people donated 19.95, it
22 would help send so many bibles into Russia. And from that
23 standpoint, we would get a cut out of that 19.95. And I
24 don't remember what the specific amount was or what, if it
25 was 19.95, more or less, but we were going to get a piece of

1 how many sales were made.

2 Q When you referred to the term PI, do you mean per

3 --

4 A Per inquiry.

5 Q Inquiry?

6 A Yeah. They really don't run them. They call them
7 direct response now, but they used to be called PI's.

8 MR. COLE: And, Your Honor, I have no further
9 questions.

10 JUDGE SIPPEL: Okay. Cross-examine?

11 CROSS EXAMINATION

12 BY MR. HUTTON:

13 Q Good afternoon, Mr. Bendetti.

14 A Good afternoon.

15 Q Can you tell me what your position is currently?
16 Your employment position.

17 A At FOX Philadelphia, engineering technician.

18 Q And is that station part of the same designated
19 marketing area as WTVE?

20 A Yes, the Philadelphia market.

21 Q And is it carried on many of the same cable
22 systems as WTVE?

23 A I would say yes, probably.

24 Q And do you have approval from your supervisor at
25 the station to be here today?

1 A My supervisor at FOX Philadelphia, do I have
2 approval?

3 Q Yes.

4 A Yeah.

5 Q And --

6 A As a matter of fact, I was supposed to work today,
7 so they scheduled me off so I could come down here.

8 Q And I take it you, you were terminated as an
9 employee of WTVE in 1998?

10 A Yes, that's the way I took it.

11 Q What material did you have occasion to review in
12 preparation for your appearance here today?

13 A Material like written material?

14 Q Yes.

15 A I had paperwork from deposition with Gene Bechtel
16 that you were part of back in whatever month that was. I
17 have paperwork from there. And I've received paperwork in
18 the mail regarding the case similar to what, what I see
19 around the room. I've had a chance to look at some
20 paperwork that in regards to questions that had to do with
21 '89 to '94, the license period.

22 Q And who provided you the material from this, this
23 proceeding?

24 A Bechtel and Cole's law firm.

25 Q And can you describe with more particularity what

1 material they sent you?

2 A It's a lot of legal stuff, things that had to do
3 with the deposition that I was at. And other people that
4 were depositioned. Dave Case, Kim Bradley. I think there
5 was a whole stack that came in with whole bunch of people
6 that were depositioned. Things that happened at I guess a
7 hearing a couple months ago, maybe, where issues were
8 brought up, things that Mike Parker responded to, George
9 Mattmiller responded to.

10 Q So, after the depositions took place in the fall
11 of 1999, you received a stack of deposition transcripts from
12 Bechtel and Cole? Is that correct?

13 A Correct.

14 Q Okay. And then after the hearing was held in
15 January of 2000, you received copies of testimony from the
16 case from Bechtel and Cole?

17 A Yes, seem to be -- yes, seem to be the same stuff.
18 It was legal question, answer. You know, Q,A. There's no
19 way I could review this stuff. I mean, it's just a lot of
20 -- a lot of information. I tried to glance through it. A
21 lot of stuff had to do with Dave Case saying that we had
22 power outages and George Mattmiller, there were things that
23 he said in there. I don't remember all the specifics, but a
24 lot of it was, you know, it may have had Judge Sippel's name
25 on the top of it. And just legal -- legal paperwork.

1 Q And I take it these materials were sent to you by
2 Bechtel and Cole because they were seeking your assistance
3 on this case?

4 A They were asking me questions and they wanted me
5 to answer them and I didn't feel like I had any problem
6 answering their questions, whether it was over the phone or
7 whether it was Gene Bechtel when he was in town.

8 Q And can you approximate how many telephone calls
9 you participated in with people from Bechtel and Cole?

10 A Since the deposition?

11 Q Even before the deposition.

12 A Half dozen, maybe.

13 Q And how about face to face meetings? How many and
14 how long?

15 A Counting the deposition that was where I met Gene
16 Bechtel. And Harry Cole came to Reading one time, called me
17 up, I was able to meet with him. So, two prior to today.
18 Two meetings prior to today.

19 Q And did you send them written material in return?

20 A No.

21 MR. HUTTON: Your Honor, I'd like to note for the
22 record that Mr. Cole seems to be shaking his head.

23 MR. COLE: I apologize, Your Honor, I'm just
24 trying to remember myself whether I received anything that
25 was inadvertent.

1 JUDGE SIPPEL: All right, well, I'll pick up on
2 what Mr. Hutton noted. And please don't make any gestures.

3 MR. COLE: I won't.

4 JUDGE SIPPEL: That might be suggesting --

5 MR. COLE: I'm sorry, Your Honor.

6 JUDGE SIPPEL: Something to the witness. Even
7 inadvertently. Go ahead.

8 BY MR. HUTTON:

9 Q Did Bechtel and Cole send you a copy of the
10 testimony of Kimberly Bradley from the hearing?

11 A The deposition?

12 Q From the hearing.

13 A What hearing? When did it take place?

14 Q I tell you what. I'll put it in front of you so
15 you'll know what I'm talking about.

16 MR. HUTTON: The witness is reviewing Reading
17 Exhibit 8, just the written portion, not all the
18 appendisees. Just the narrative portion.

19 JUDGE SIPPEL: This is from page 1, Reading
20 Exhibit 8, page 1?

21 MR. HUTTON: Yes.

22 THE WITNESS: I'm not sure. I can't tell you yes
23 or no. I may have received it, I may not.

24 BY MR. HUTTON:

25 Q All right. I'd like you to review that testimony

1 and tell me if you disagree with any statement that appears
2 in there, and we may want to go off the record while he does
3 that.

4 JUDGE SIPPEL: How many pages is this testimony?

5 MR. HUTTON: It is ten pages of text and then the
6 supporting declaration.

7 JUDGE SIPPEL: Let's go off the record.

8 (Discussion off the record.)

9 BY MR. HUTTON:

10 Q Again, Mr. Bendetti, the question is is there
11 anything that's inconsistent with your recollection of the
12 station's public service record during that time period?

13 JUDGE SIPPEL: Now, this again is the testimony of
14 who?

15 MR. HUTTON: This is the testimony of Kimberly G.
16 Bradley, Reading Exhibit 8.

17 BY MR. HUTTON:

18 Q And, again, the question is is there anything in
19 there that's inconsistent with your recollection with WTVE's
20 public service activities during the 1989 to '94 license
21 term.

22 A I didn't read it carefully enough to try to figure
23 out if everything in here is accurate, but when I did browse
24 through it, there are some things that may not be true.

25 Q Such as?

1 JUDGE SIPPEL: I think the witness is taking too
2 long to answer this question.

3 MR. HUTTON: Okay. I guess --

4 JUDGE SIPPEL: You want to point to something in
5 particular and ask him if he --

6 MR. HUTTON: No, I am surprised that he thinks
7 there's something inaccurate, and I --

8 THE WITNESS: Well, not so much that it's
9 inaccurate, but it's just like so much religious programming
10 that we ran, Dr. Scott, Westscott Christian Center aired on
11 Sundays for an hour or more during part of the license term.

12 Okay, I guess that's true, but I mean there was no
13 consistency to when he did air. It was late at night
14 sometimes, in the middle of the night. He'd come on in the
15 afternoons. I guess we did air him, but we aired him at
16 strange times, that's all.

17 BY MR. HUTTON:

18 Q Was there any follow-up to that? Well, otherwise,
19 do you think the testimony is accurate?

20 A Yeah, for the most part. Christmas Day -- I don't
21 know if every year between '89 and '94 we ran special
22 programs on Christmas. I think there was a period of time
23 -- I don't know what Christmases we were talking about, '92,
24 '93, maybe '95. I just remember some Christmases we weren't
25 able to get programming together to put on the air. Just

1 like little things like that. Nothing -- nothing that
2 stands out as far as being totally -- calculations at the
3 end here.

4 Q Um-hmm.

5 A I'm not sure if that's true or not.

6 Q Does that seem generally consistent with your
7 recollection that there was over ten hours a week during the
8 latter part of 1989. And in 1990 it dropped to below five
9 hours. And then in 1991, it was above five hours. In 1992,
10 it listed at six and a half hours. 1993 listed as 12 and a
11 half hours. And 1994, listed as 18.8 hours.

12 Does that seem consistent with your recollection?

13 A Hard to say. '90, '94 looks very high for some
14 reason. Those 18.8 hours per week, just doesn't sound
15 familiar that we were running that much public service
16 programming in 1994. But I don't know for sure. I can't
17 back it up with any statistics. But this sounds, sounds
18 very high.

19 Q Okay. Well, that's all in the record, so -- now,
20 you testified that, generally, the station didn't like to
21 run half hour public service programming during that license
22 term, is that right?

23 A Correct.

24 Q Okay. Referring to paragraph 5(a) on page 6, it
25 states that Today with Marilyn was aired five days a week,

1 30 minutes a day for a substantial portion of the license
2 term.

3 Is that consistent with your recollection?

4 A That is correct.

5 Q And the remaining description of the long form
6 programming appearing in paragraphs 5(a) and 5(b). Is that
7 consistent with your recollection?

8 A The airing of those programs? Yes, they did air.

9 Q Okay. Now, referring to paragraph 5(b), which is
10 the Government affairs programming you testified about, I
11 take it that that -- that you sought programs featuring
12 political figures from the Reading area -- from the local
13 viewing area, is that right?

14 A That is correct.

15 Q And you were seeking programming that was of
16 interest to the local Reading area, is that right?

17 A Our viewing area, which was outside of Reading.
18 It's Berk's County, parts of Lehigh County. Actually, parts
19 of Lebanon County. So, it's more than just Reading. It was
20 some adjoining counties. But most of the representatives
21 were the ones in Reading.

22 Q Now, you talked about the station adopting a
23 policy of not going outside the studio to tape public
24 service programming. Do you recall that?

25 A Yes.

1 Q Okay. But you also testified that the To Russia
2 with Love was taped in California, is that correct?

3 A That is correct.

4 Q Okay. Was that a violation of station policy?

5 A Probably.

6 Q Was it authorized by senior management? Was it
7 authorized by Mr. Parker?

8 A Yes.

9 Q On page 5 of the exhibit, there's a reference to a
10 series regarding the Reading Phillies. Do you recall that
11 series?

12 A Barely.

13 Q Okay. Was that produced in the station or was it
14 produced outside the station?

15 A It was recorded at Reading Philly Stadium.

16 Q Okay. So that was again produced outside the
17 studio.

18 A If it's the one I'm thinking about, it wasn't a
19 series, but it was shot at Reading Philly Stadium. It's
20 just a 60 circle commercial, or public service announcement.
21 I don't think there was a series of them. Unless there was
22 something that I forgot.

23 But the spot I remember was Ken Taylor and he was
24 the sales person at the station. I think he was trying to
25 get the Reading Phillies to advertise on TV 51 and he had a

1 promotion going with possibly -- something to do with kids
2 and the mascot. It's probably 1990. I can't remember the
3 exact circumstances, but I believe it was shot at the
4 stadium. And I don't think it was a series.

5 Q Okay. Referring now to page 4 of the exhibit,
6 there's a reference to the Keystone Safety Develop Network
7 PSA. Do you recall that PSA?

8 A Yes.

9 Q And was that shot inside the studio or outside the
10 studio?

11 A We were paid to shoot it outside the studio. We
12 shot it on location on a highway.

13 Q Okay.

14 A A section of highway.

15 Q And I take it that won an award from the
16 Pennsylvania Association of Broadcasters?

17 A Yeah. Keystone Safety Belt, we produced two
18 PSA's. We didn't edit them in house. We took them out of
19 house, edit them, they came out really nice, slick, and they
20 were submitted to the PAV and it won an award.

21 Q Okay. And further up on that page, there's a
22 reference to the humane society PSA's that you testified
23 about. And I take it those were, at least partially, shot
24 outside the studio, is that right?

25 A Yeah, they were usually either across the street

1 in their facility, the humane society's facility, or they
2 would bring the dogs and the cats over to our studio and we
3 would shoot it in there.

4 Q Okay. And turning back now to page 5, there's a
5 reference to working for greater Reading PSA. Do you recall
6 that PSA?

7 A Yes.

8 Q And was that shot inside the studio or outside the
9 studio?

10 A It was shot outside the studio.

11 Q And did that PSA win any awards?

12 A Yes, I believe it won PAB. We submitted it to PAB
13 and I believe it won in 1989 for best public service
14 campaign for a station the size of WTVE.

15 Q All right, turning now to page 7 of the exhibit,
16 there's a reference to a special called A Time for Healing,
17 a 48 minute documentary produced by WTVE concerning the
18 Vietnam Veteran's memorial in Reading.

19 Do you recall that documentary?

20 A Yes.

21 Q And was that shot inside the studio or outside?

22 A That was shot outside the studio and inside the
23 studio. And that was prior to '89. Are we talking '89 to
24 '94?

25 Q We are. But it was aired within the license term,

1 is that correct?

2 A Yes, it was aired -- it was aired probably on
3 Christmas Day and maybe some holidays like that when we
4 could put other programs on. Like the home shopping club
5 would go off the air on Christmas Eve and Christmas Day and
6 that allowed us the opportunity to put on regular programs.

7 Q Okay. And turning the page to page 8, there's a
8 reference to the Switchback Gravity Railroad segment.

9 Do you recall that segment?

10 A Yes. Segment? No, was actually a program.

11 Q Okay.

12 A It was a 17 minute marketing video/PSA that we
13 produced for the Switchback Gravity Railroad. And then
14 after they had used it to try to get funding for the
15 railroad, we took the tape and added like a little
16 wraparound to it to make it look like a half hour show. And
17 we aired it.

18 Q That was shot outside the studio?

19 A Yes.

20 Q So, would it be fair to say that station personnel
21 did have the opportunity to produce public service
22 programming outside the studio if they felt it was
23 warranted?

24 A Usually if we were paid, yeah, we would. Like
25 those ones you mentioned, Switchback, even though it was a

1 low budget, Keystone Safety Belt Network, Time for Healing.
2 But that was before the '89. Most of those shows you
3 mentioned we were actually paid to go out and shoot those.
4 The one that was shot before '89 with Warren Haggerty
5 Working for Better Reading, even that was, we had a budget
6 on that.

7 So, most of the stuff that you see we won awards
8 on, it was some sort or budget, except for maybe the humane
9 society. That was the only one.

10 Q Okay. But you aired the programming for free.

11 A Yeah, we wouldn't charge. Except for the Time for
12 Healing when it first appeared on the air back in like '87.
13 Big sponsors like AT&T, they paid to help us air it the
14 first time. But anytime we aired it after that during '89
15 through '94, it was always free of charge.

16 Q Okay. And how about the -- do you recall the
17 Concourse '91 program?

18 A Yes.

19 Q Can you describe that for us?

20 A Concourse, I think we did more than one. We said
21 '91. I think there was maybe a '92 or a 1990. But I think
22 we did two of them. And it was Loren Meck, our sales
23 manager, he met with some individuals from the Concourse.
24 And George Mattmiller worked on it with him.

25 The two of them met with some people from the Burn

1 -- Burn Foundation for people that get burned, have injuries
2 where they're burned. And this event's been going on and
3 now it had an opportunity to end up in Reading, and we went
4 out and taped it at Penn State Berk's campus. And we
5 covered the event.

6 And what was happening was elegant cars would come
7 out, Roadsters, cars that maybe the stars owned at one time.
8 And the idea was I guess the proceeds from the event,
9 partial proceeds would go towards the Burn Foundation. And
10 my understanding was the idea that we shot this thing and
11 made a video out of it, we could sell the video, plus it
12 would help us with our public service efforts. Because of
13 the relationship with the Burn Foundation.

14 So, the one year we did the show and then the next
15 year we set up like a booth at the following year's show and
16 we were selling copies of the tape. And we always had
17 copies at the station available for anybody who wanted to
18 purchase them. We also aired the program like on Christmas
19 Day whenever we had the time, we could put the hour long
20 program on.

21 So, we got a lot of use out of that.

22 Q Okay. And I take it that was shot outside the
23 studio.

24 A Yes.

25 Q Now, with respect to children's programming, on

1 page 8 there's a reference to several programs that the
2 station aired. Long form children's programming.

3 Is that list of children's programming consistent
4 with your recollection?

5 A Yeah, I don't remember Candy Kid's Club too well,
6 but I do remember those other shows.

7 Q Okay. And to your knowledge, did the station
8 comply with the Children's Television Act requirements?

9 A As far as placing half hour programs, children's
10 programs that were deemed to be FCC friendly, we put them on
11 Saturday mornings or Sunday mornings in the proper time
12 slots so we felt that with these shows that we were meeting
13 the requirements of the FCC as far as children's
14 programming.

15 Q Okay. And how did the station's staff go about
16 selecting the children's programming that it selected?

17 A Well, I was the program director and Widget and
18 Twinkle came from the same syndicator out of New York. I
19 had contacted him and asked him if we could have the -- if
20 we could get the program to air on our station. The one
21 program was on a station in Philadelphia and this syndicator
22 was unsure if he was going to allow us to do it because he
23 had a concern that the other station in Philadelphia
24 wouldn't let us run it if they are running it. But he gave
25 it to us and it was probably one of the better shows we had

1 on.

2 The Adventure Pals was out of -- was a company I
3 contacted out of North Carolina. It was like a religious
4 show. Candy Kid's Club, I'm not sure where we got that
5 from. And Children's Room was a program that we received
6 from satellite service out of Texas. I can't think of the
7 name of it, but they used to run the program and we would
8 tape it and air it back.

9 So, most of the programs that we're talking about
10 here, I was involved in trying to get those children's
11 programmings from syndicators. As long as they would send
12 us the show, we didn't have to pay for it and didn't have
13 any kind of requirements as far as running commercials
14 because we had a concern about, you know, running
15 commercials during the kid's programming.

16 So, as long as they would send us the tapes and we
17 can get the satellite feed, we went with the shows. But
18 like I say, Candy Kid's Club, I don't recollect where we got
19 that one.

20 Q Okay. Would it be fair to say that you and
21 others on the staff of the station reviewed samples of the
22 children's programs and selected the ones that you deemed
23 the most appropriate for your children's audience or the
24 most child friendly?

25 A Well, as far as Widget and Twinkle, that came

1 directly from the syndicator. We had to follow the schedule
2 that the syndicator had with other television stations. You
3 know, if they were sending over show number 104 and it was
4 about, I don't know, Widget is going to go to the zoo today,
5 you know, we had to run that the week it was supposed to
6 run.

7 Each show came with a synopsis, so we kind of knew
8 what the show was about. It had a little paragraph about
9 what the episode was about.

10 Q I'm not sure you understood my question. I was
11 just asking --

12 A Ask it again.

13 Q Yeah. Did -- is it fair to say that the staff
14 reviewed samples of shows and picked the shows that they
15 felt were the most appropriate for the station's child
16 audience?

17 A No, not really. It wasn't many shows available to
18 us. We just pretty much had to take what we could get out
19 there. It wasn't a lot of shows that were available because
20 of us being in the Philadelphia market. Unfortunately,
21 WTVE, even though it's 60 miles away from Philadelphia, it's
22 considered to be a Philadelphia TV station. And all the
23 good kid's programs were on all the stations in
24 Philadelphia.

25 So, there was really nothing left for us to air

1 that was considered to be FCC friendly. These were just a
2 few of the ones that we found out there that I either found
3 or George Mattmiller may have found that we could get that
4 wouldn't cost us any money. And that we considered to be
5 FCC friendly.

6 Q Adams Communications Corporation has argued in
7 this case that WTVE mothballed its studio during the license
8 term.

9 Do you think that's an accurate statement?

10 A Mothballed the studio. Studio was active between
11 '89 and '94. Never shut the power off in there, never put
12 the cameras away. We did use it. If that answers your
13 question.

14 Q You use it regularly throughout the license term?

15 A Regularly? There were times -- there were years
16 during the license period where it was used more than
17 others. Some years it wasn't used as much.

18 Q How about toward the end of the license term, was
19 it used substantially towards the end of the license term?

20 A You saying like 1994?

21 Q Yes.

22 A We started doing more shows, Community Outreach
23 shows. We picked back up with those. And we always used it
24 for paid stuff. We ever had any paid commercials, we would
25 shoot things in there. Or rent it out. Other companies

1 rented it from us and paid us to use the studio.

2 Q So is it fair to say this studio was used
3 substantially during the 1994 period?

4 A Substantially. I would say that it was used and I
5 explained earlier we try to line all our shows up in one
6 day. For example, let's say Wednesday was Community
7 Outreach day. And we would try to bang out like four or
8 five shows in a row. And we would assemble a crew on that
9 particular day. So, maybe, I don't know, once a week, once
10 every two weeks.

11 Q Now, with respect to ascertainment, I understood
12 your testimony essentially to be that the formal
13 ascertainment forms tended not to be used heavily in
14 deciding what programming to put on the air, but the station
15 did use its other forms of contacts with community
16 organizations to decide what sort of public service
17 programming to put on the air. Is that fair?

18 A That was part of it, yeah. Our community contacts
19 out there. People that Ralph Tobias and Kim Bradley had in
20 their rolodexes. Representatives at the American Red Cross,
21 the United Way, people that you knew you could call and get
22 them to come down for a show. That was part of how we did
23 ascertainment.

24 Q Okay. And review of newspaper articles is also
25 part of that process?

1 A We did that for a period of time. Had the master
2 control operators at night cut out articles and we tried to
3 use that. I mentioned earlier the phone calls. We tried to
4 call people directly. There was a few methods over that
5 time period, but, you know, some of them were maybe more
6 successful than others.

7 Q With respect to your testimony about the emergency
8 alert system, did WTVE fulfill its obligations to air
9 emergency alert announcements during the license term, to
10 your knowledge?

11 A To my knowledge -- well, first of all, during '89
12 and '94, it may have been called EBS instead of EAS. It's
13 EAS now.

14 Q That's fair.

15 A I don't believe that we were able to provide EBS
16 messages over the air as good as we should have.

17 Q All right. Well, what was the lag time between --
18 if a -- compared to what would have happened if the station
19 had done the EBS announcements live rather than in the
20 fashion you described, what was the lag time that it took to
21 get the EBS announcements on the air, typically?

22 A In cases where if something was sent over, say,
23 severe thunderstorms are hitting the area, it came over the
24 EBS machine, usually, you know, you can type that in
25 instantaneously and get it out over the air. Crawl it

1 across. That's what most stations would do.

2 We would have to type it up, record it onto a
3 videotape and then either try to cut into the home shopping
4 club if that's what we were airing at the time, which we
5 would prefer not to do, or wait, maybe, until a commercial
6 break and then pop it in there. So, you know, depending --
7 it would probably air within the hour, half hour, the
8 message, if we did it that way.

9 Q All right.

10 A Sometimes, you know, if it wasn't a severe
11 situation, you know, I don't know if all the circumstances
12 we were able even to put anything up, you know, because we
13 couldn't have the crawl capabilities. Of crawling
14 information across the screen. Sometimes it was, just
15 wasn't worth it at that point if it wasn't a severe
16 situation.

17 Q So the station exercised judgment as to what --
18 when to break in and when to defer it or when to not break
19 in. Is that fair?

20 A I would say that's fair.

21 Q And with respect to the earthquake, was the
22 station able to type in a message and air that message?

23 A To my knowledge, no. I mentioned that before, and
24 George Mattmiller, I remember him being one of the first
25 people at the station that was very concerned about that and

1 trying to get that to change in the future if anything like
2 that happened again.

3 Q Were you at the station at that time?

4 A No, it was a Sunday. It was probably only one
5 person there, a master control operator and probably George
6 Mattmiller if he was in town, he would have been there. He
7 generally was at the station on the weekends.

8 Q So, this is not based on your personal knowledge.
9 This is based on what you've heard?

10 A Yes. Based upon what I heard when I went to work
11 on Monday, you know, we went back to work.

12 JUDGE SIPPEL: The reporter's got to go to lunch,
13 Mr. Hutton. You getting close to the end?

14 MR. HUTTON: I am, I think. I'm trying to move it
15 along.

16 JUDGE SIPPEL: Thank you.

17 BY MR. HUTTON:

18 Q There was testimony about the assumed rate of \$5
19 per minute for the public service announcements the station
20 aired. Do you recall a series of spots involving Jack
21 O'Reilly?

22 A Yes.

23 Q Okay. And was that one of the lower cost
24 advertisements that the station aired through the license
25 term?

1 A Jack O'Reilly would have been one of the lower
2 cost, yes.

3 Q Okay. And would the \$5 rate be comparable for
4 what was charged for the O'Reilly spots?

5 A Say your question again.

6 Q Would the \$5 rate be comparable to what was
7 charged for the O'Reilly spots?

8 MR. COLE: Objection, foundation. Do we know what
9 the O'Reilly spots cost?

10 MR. HUTTON: Well, that's what I asked. That's
11 the question.

12 JUDGE SIPPEL: Well, let's sustain -- I'm going to
13 sustain that objection. Start it again.

14 MR. HUTTON: All right.

15 JUDGE SIPPEL: Start it again. Let's do one piece
16 at a time.

17 BY MR. HUTTON:

18 Q Is the \$5 assumed rate comparable to the rate that
19 was charged for the O'Reilly spots?

20 A I would say that the \$5 rate is comparable to --
21 Jack O'Reilly paid -- Jack O'Reilly paid different rates for
22 his spots during that period of time that you're talking
23 about, '89 to '94. He may have gotten bonus spots where he
24 didn't pay anything for them. He may have gotten spots for
25 \$2. He may have gotten spots for \$4.

1 I mean, the rates -- he advertised on that station
2 for years, and he may still be advertising. So, his rates
3 were different, everything from free to maybe \$5 over that
4 period of time.

5 Q Do you recall your testimony about Ms. Bradley's
6 maternity leave and how that impacted the station's public
7 service activities?

8 A Testimony here today?

9 Q Yes.

10 A I remember mentioning it. I don't know if I
11 mentioned that it impacted it or anything like that. I
12 remember bringing it up because if she was out, maybe
13 somebody else had to fill in for her for public affairs.

14 Q I like to refer you to your deposition testimony
15 to refresh your recollection.

16 A This is deposition, this isn't today's?

17 Q That's right. I refer you to page 10, lines 14 to
18 23.

19 MR. COLE: Your Honor, may I see it first?

20 JUDGE SIPPEL: Yeah. What deposition is this?

21 MR. HUTTON: Mr. Bendetti's deposition.

22 JUDGE SIPPEL: When was it taken?

23 MR. HUTTON: I need to look for the date.

24 THE WITNESS: It was October. Yeah, I think it
25 was October 25th.

1 MR. HUTTON: You're correct, very good memory.

2 THE WITNESS: That's my birthday.

3 BY MR. HUTTON:

4 Q Again, lines --

5 JUDGE SIPPEL: Don't try and test his
6 recollection.

7 BY MR. HUTTON:

8 Q Fourteen through 23.

9 A Okay. So, I should just start with 14?

10 Q Yeah, you can just read it into the record if you
11 want.

12 A Okay. Starting at 14. So, those were the three,
13 my three main responsibilities. And, again, since it was
14 such a small staff, I still assisted with the public
15 affairs. Kim Bradley had continued to be the public affairs
16 director. It was a period of time I guess she was out from
17 maternity leave where I think I got Bobbi Nye, Roberta Nye
18 to fill in for Kim. And also an Angela Dakshort to fill in.
19 And they continued helping with the public affairs because
20 it was important to the station to try to continue with our
21 public affairs programming.

22 Q Okay. And was that testimony accurate?

23 A Accurate, yes.

24 Q And in developing ideas for public service
25 programming, did the station ever get ideas from the

1 National Association of Broadcasters or the Pennsylvania
2 Association of Broadcasters?

3 A Yes, we were a member of the Pennsylvania
4 Association of Broadcasters, and they would send us
5 pre-produced 30 second spots and they would -- Rich Wycoff,
6 he was the president, and he would usually either contact
7 Kim, George or myself and say, hey, there's a tape showing
8 up or you may have it already, try to run that if you can,
9 try to get it on a lot. So, that's generally what we did.

10 Q And do you recall if Mr. Mattmiller was in regular
11 contact with Mr. Wycoff from the Pennsylvania Association of
12 Broadcasters about meeting the station's public service
13 obligations?

14 A I don't know if he was regularly in contact with
15 them about that. I think he was just in contact with them
16 about things in general with television station. Rich has
17 an extensive background. And if it was things that had to
18 do with legal matters -- for example, I can think of an
19 example.

20 Political campaigns, when they came up. We wanted
21 to check if we had to pull the political shows that we were
22 running. Or around political time, if there was a couple
23 candidates in the area running for an office, we would have
24 to offer them the lowest rate that we offered anybody in the
25 last 60 days. You know, questions like that. Legal,

1 technical questions. Probably public affairs questions. He
2 had a relationship with them.

3 MR. HUTTON: I'd like to have a, an exhibit marked
4 as Reading Exhibit 48. It's a -- I'm sorry, 49. It's
5 Reading Exhibit 49. It's a two page exhibit consisting of
6 excerpts from the Reading Eagle TV listings from June 5th to
7 June 11th, 1994.

8 BY MR. HUTTON:

9 Q This is your, for identification, No. 49, correct?

10 A Yes.

11 JUDGE SIPPEL: Do you have copies to the reporter,
12 everybody?

13 MR. HUTTON: I did. The reporter will so mark
14 that two page document Reading Exhibit 49 for
15 identification. Make sure you put the date down.

16 MALE SPEAKER: Do you have one for me, too?

17 MR. HUTTON: Yeah, if I can borrow the reporter's
18 copy. Here, I can borrow, use that one and give it back to
19 the reporter.

20 (The document referred to was
21 marked for identification as
22 Reading Exhibit No. 49.)

23 MR. HUTTON: Okay, this document has been marked
24 for identification as Reading Exhibit 49.

25 BY MR. HUTTON:

1 Q Mr. Bendetti, do you recall testifying about the
2 availability of local Reading news on other TV stations
3 besides TV 51?

4 A Yes.

5 Q Okay. Do you recall that the Verst cable system
6 used to carry a community TV channel?

7 A BCTV Channel 28, yeah, they still have it.

8 Q Okay. And referring to Reading Exhibit 49, is
9 their listing of programming that appears on that exhibit
10 consistent with your recollection of the type of programming
11 that BCTV used to air on the cable system during that time
12 period?

13 A Yes.

14 Q Okay. And it also refers to a municipal channel.
15 Do you recall what that was?

16 A Not really. Channel -- it looks like it says
17 Channel 30 under there. Not real familiar with that one. I
18 am familiar with BCTV, though.

19 Q Okay. And you've referred to the station in
20 Allentown periodically covering news stories in Reading.

21 A Was Lancaster, Channel 8.

22 Q Well, I'm also -- let me -- let's talk about
23 Allentown first.

24 A Okay.

25 Q Didn't that station eventually establish a bureau

1 in Reading because they were coming over to Reading so often
2 that they found it more economical to do so?

3 MR. COLE: Objection, no foundation as to what Mr.
4 Bendetti might or might not know about the motivations or
5 reasons for any action taken by another television station.

6 JUDGE SIPPEL: I'll sustain the objection.

7 MR. HUTTON: All right.

8 BY MR. HUTTON:

9 Q Didn't that station eventually establish a bureau
10 in Reading?

11 A They started up a news operation, the Berk's
12 County edition in '95.

13 Q Okay. And what's your understanding of why they
14 did that?

15 A Because there was no other television stations in
16 the area covering news so they saw an opportunity to come in
17 and do it.

18 Q But you recall them covering news in Reading prior
19 to that time.

20 A The only station that really gave -- and we're
21 talking '89 and '94, in that timeframe, early on.

22 Q Right.

23 A The only station that used to come up to Reading
24 with some consistency was Channel 8. And I'm just going by
25 what people -- I watch the Philly news, myself, but I know

1 from taking a poll, you know, very informal poll of people
2 that I came across when I worked at Channel 51, most people
3 would turn into Channel 8, WGAL out of Lancaster for their
4 local spin on the news. They didn't -- they weren't totally
5 interested in all the fires in Philadelphia and all the
6 crime down there. They'd rather watch Channel 8. And
7 sometimes you'd see a Reading story on there.

8 Q And isn't it true that sometimes you'd see a
9 Reading story on the Philadelphia stations?

10 A Yeah, I guess once in a while, but not as much as
11 you would on Channel 8. Or even Channel 69. Channel 69 was
12 closer. They would probably have a story on Reading more
13 often than Philadelphia stations.

14 Q All right. How about the station in Lebanon, did
15 they ever cover Reading stories?

16 A Channel 15, they're not in existence any -- well,
17 I guess they are, but they were taken over by Channel 21 out
18 of Harrisburg. I think they're a WB station. But back
19 then, boy, they had a really low budget newscast. You might
20 see them occasionally in Reading. That station had a lot of
21 financial problems, but occasionally, you would see their
22 truck or their van in Reading covering stories. That's
23 probably same distance Lancaster was away. About 40 minutes
24 from Reading.

25 Q All right.

1 MR. HUTTON: I have nothing further. Thank you.

2 JUDGE SIPPEL: You want to move this in?

3 MR. HUTTON: Yeah, I'd like to move that into
4 evidence.

5 JUDGE SIPPEL: Any objection?

6 MR. COLE: No objection, Your Honor.

7 JUDGE SIPPEL: Then 49 is received into evidence
8 at this time. Return back copies to the reporter. Would
9 you get a copy for me sometime today?

10 (The document referred to,
11 previously identified as
12 Reading Exhibit No. 49, was
13 received in evidence.)

14 MR. HUTTON: Yeah, we will.

15 JUDGE SIPPEL: Thank you.

16 MR. COLE: Should be very short, Your Honor.

17 REDIRECT EXAMINATION

18 BY MR. COLE:

19 Q Mr. Bendetti, in response to questions Mr. Hutton
20 posed to you concerning certain programs or announcements
21 which may or may not have been shot outside the studio,
22 those included Keystone Safety Belt, Humane Society, Reading
23 Phillies, and so forth.

24 Do you remember that testimony?

25 A Yes.

1 Q Do you remember in connection with that testimony
2 you indicated that those programs that Mr. Hutton had listed
3 had been -- had been paid for?

4 A Some of them.

5 Q Some of them. And you also indicated that you
6 had a budget for programming. You recall you used the term
7 budget for programming?

8 A No, budget for production.

9 Q Budget for production. I'm sorry, I wrote it down
10 wrong here. Did you have a budget for production for public
11 service announcements at any time between 1989 and 1994?

12 A Switchback Gravity Railroad was mentioned. That
13 was one of them. Christine Marino, she's one of our sales
14 people, she brought the project in. They had a budget, but
15 we also realized that, you know, was we were going to have
16 to do some travelling to Jim Thorpe, Pennsylvania to get a
17 lot of the footage. So, it wasn't a real big money maker.
18 So that's why we tended to clump it in with public service
19 efforts.

20 Plus, it was, you know, when we aired it, we
21 didn't charge the Switchback when we aired the program.

22 Q Did you have an annual budget to cover all
23 programs, or was any budget you did get on a per project
24 basis?

25 MR. HUTTON: For clarification, are we talking

1 about both commercial and non-commercial activities? I'm
2 not clear on what the term budget encompasses.

3 JUDGE SIPPEL: I'll sustain the objection. Can
4 you rephrase that a little bit?

5 BY MR. COLE:

6 Q When you refer to budget for production, were you
7 referring to budget for production of non-commercial, or
8 that is to say public service types of announcements, or
9 budget for production for any kind of announcements?

10 A Budgets -- we didn't have any budget, you know, at
11 the beginning of the year for our public affairs efforts.
12 And, really, production wise, we didn't have a budget set
13 for that. It came on a project by project basis. If
14 somebody came in with a paying project, we took it on, we
15 budgeted out how much it would cost to do it and, you know,
16 we'd mark it up and make our money on it.

17 Public service announcements, same thing, but, you
18 know, we would look at them more favorably and give them a
19 better deal. Like Greater City of Reading and Switchback,
20 some of the ones that were mentioned. And then there was,
21 you know, some budgets where -- some projects where there
22 was no budget. Literacy Council, I think, we did a PSA for
23 them. We didn't charge them for that. We did a public
24 service announcement. So, there were -- sometimes those
25 would come up where there was no budget on those.

1 Q Were those in the studio or out of the studio?

2 A Literacy Council was in studio.

3 Q Were there any which you had no budget that you
4 went out of studio?

5 A '89 and '94, probably was. We did some PSA's, I
6 believe, with Mr. McCracken with safety. Mr. McCracken was
7 a councilman and he appeared before the camera at an
8 electrical place, electrical plant. We went to an area
9 where there was a pool, we talked about water safety. There
10 was a few PSA's I believe we did with Mr. McCracken where
11 there was, you know, no budget on it.

12 Q Do you recall what year that was?

13 A I'm not sure. I'll say '94, '93, '94.

14 Q Was this after Mr. McCracken became an official
15 at Reading Broadcasting Incorporated?

16 A I believe Frank was on our board of directors. At
17 that point. I'm not sure, though.

18 Q Mr. Bendetti, Mr. Hutton showed you what is been
19 received in evidence as Reading Exhibit No. 49. Do you have
20 a copy of that right in front of you?

21 A Yeah.

22 Q Was Brooks Community TV Channel 28 an over the air
23 broadcast station?

24 A BCTV is Berks Community Television is on Channel
25 28 on, at this time, it was called Time-Warner Cable or

1 Berk's Cable. It was on Channel 28. So, the only people
2 that would be able to view that channel are people that had
3 Berk's cable.

4 Q So, it was not an over the air --

5 A No.

6 Q TV station?

7 A No, no, you had to be a cable subscriber.

8 Q How about municipal Channel 30, which is also
9 referenced in Reading Exhibit No. 49, is that an over the
10 air broadcast station?

11 A No, that would be the same thing. Channel 30 on
12 Berk's cable. And if you weren't a cable subscriber, you
13 wouldn't be able to get it.

14 Q You mentioned in response to some questions from
15 Mr. Hutton that Channel 69 I believe you said, set up a
16 Berk's County Bureau for news at some point in 1995, I
17 believe your testimony was.

18 Do you recall that?

19 A Yeah.

20 Q Do you recall any questions, in response to
21 questions from me earlier on, you mentioned an individual
22 named Mike Rynert.

23 Do you recall that?

24 A Yeah.

25 Q Mr. Rynert was the one who had the idea about the

1 news program?

2 A Yes.

3 Q Do you know where Mr. Rynert was working in 1995?

4 A 1995? Yeah, he -- yes, he was working at Y102
5 radio station, WRAW sister station. He was news director
6 for the -- he was a news personality on WRAW, sales person
7 for the FM side of it. And he left the radio business to go
8 into TV, to Channel 69. And he is their sales person then
9 for the Berk's County bureau and he's their sales person
10 now.

11 And he's also, he appears on TV on specials
12 sometimes they have. Sometimes he'll cut in with special
13 reports or you'll see him on the newscast. So, he's an on
14 air personality.

15 Q Do you know if Mr. Rynert's involvement at Channel
16 69 was in any way related to the establishment of a Berk's
17 County bureau by Channel 69?

18 A Say that again.

19 Q Do you know if Mr. Rynert's employment at Channel
20 69 was in any way related to or had any effect on the
21 establishment of a Berk's County bureau by Channel 69?

22 A No, I don't believe so.

23 MR. COLE: I have no further questions, Your
24 Honor.

25 JUDGE SIPPEL: Anything more on that?

1 MR. HUTTON: No.

2 JUDGE SIPPEL: Anything from the Bureau?

3 MR. SHOOK: I just have one area I'd like to
4 cover, briefly.

5 EXAMINATION

6 BY MR. SHOOK:

7 Q Mr. Bendetti, my name is James Shook. I'm with
8 the FCC's Enforcement Bureau.

9 In response to some questions from Mr. Hutton,
10 there were a number of children's programs that were
11 mentioned.

12 A Yes.

13 Q Widget.

14 A Twinkle.

15 Q Were those regularly scheduled?

16 A I believe we had regular time slots for those on,
17 it was either Saturday or Sunday morning. The home shopping
18 club at that point had blocked out some hours that we were
19 allowed to go in and put children's programming in. And I
20 believe we regularly scheduled them for like 8 and 8:30 in
21 the morning. So, I would say they were regular time slots.

22 Q Now, how would potential viewers be made aware of
23 such programming?

24 A Well, I believe we -- at that time, we had trouble
25 getting listed in the TV guides and TV magazines, so what we

1 would do is try to create some promos. Sometimes the
2 syndicator would send a generic promo to the station and
3 then what we would do is put in Sundays at 8:00. We have
4 the narrator say that and we put text on the screen.

5 So, that -- if we ran that promo during the day,
6 then hopefully, people, you know, kids would -- may be
7 watching home shopping club or be glancing through and catch
8 the promo and then be able to watch the show.

9 Q So, basically, for the children to become aware of
10 these programs, it was through the efforts of the station on
11 air? I mean, it wasn't a publication that anybody could
12 pick up and look at and read the show was going to be on at
13 a particular time?

14 A If we were in any TV listings, and I'm not sure
15 about that time period, it may have been like something
16 local like this. And I don't know if anybody's checked
17 them, you know, like the TV Times that came out in the
18 Reading paper. But I know most TV publications we
19 approached, they wouldn't accept our TV listings because it
20 was home shopping club. And even with home shopping club,
21 we got them involved.

22 They would give breakdowns. They would say from
23 12 to 3 -- let's say noon to 3, jewelry showcase. You know,
24 we'd take that to the TV publications and they would say
25 we're not -- you know, that doesn't really explain what your

1 programming is. You have a three hour block, you're calling
2 it jewelry showcase.

3 So, we had difficulties getting it. I'm not
4 saying that -- I'm not sure if we weren't in something. We
5 may have been in something like this, but I'm not positive.

6 Q Did there come a time when WTVE was able to be
7 listed with any regularity in publications so that potential
8 viewers would know what it was you were going to air?

9 A Yeah.

10 Q Approximately when did that occur?

11 A That was after home shopping club went away.
12 After the infomall, which I mentioned earlier, was just
13 infomercials all day long. After those went away, we had
14 regular type of programming on. We had --

15 Q This is post '94, correct?

16 A Oh, yeah, this is '96. Maybe '97. Now we had
17 programming coming from company called -- it's a satellite
18 service out of --

19 Q I don't mean to cut you off.

20 A Okay.

21 Q Well, actually, I do mean to cut you off because
22 you answered my question.

23 A Okay.

24 Q It's after the renewal period, so I'm not really
25 concerned about it.

1 A Okay.

2 MR. SHOOK: I have nothing further.

3 JUDGE SIPPEL: Anything on this?

4 MR. HUTTON: No.

5 JUDGE SIPPEL: Very well. Thank you very much,

6 Mr. Bendetti.

7 THE WITNESS: You're welcome.

8 JUDGE SIPPEL: Finish with the witness, thank you.

9 Let's go off the record just a minute.

10 (Discussion off the record.)

11 JUDGE SIPPEL: We'll recess until 3:00 this

12 afternoon.

13 MR. COLE: Thank you.

14 MR. HUTTON: Thank you, Your Honor.

15 (Whereupon, a recess was taken.)

16 JUDGE SIPPEL: On the record. Your next witness.

17 MR. COLE: Yes. Mr. Wadlow, would you please take

18 the stand?

19 R. CLARK WADLOW,

20 having been duly sworn, was called as a witness

21 and was examined and testified as follows:

22 DIRECT EXAMINATION

23 BY MR. COLE:

24 Q Mr. Wadlow, please state your name and address for
25 the record.

1 A R. Clark Wadlow. You want my business or home
2 address?

3 Q Whichever you prefer.

4 A Business address is Sidley & Austin, 1722 Eye
5 Street, Northwest, Washington, D. C.

6 Q And, Mr. Wadlow, am I correct that you're
7 appearing here pursuant to a subpoena which was served on
8 you by Adams Communication Corporation?

9 A Yes.

10 Q And you are independently and separately
11 represented by counsel here today, is that correct?

12 A Yes, I am.

13 MR. COLE: And the record should reflect that I'm
14 not speaking into the microphone. The record should reflect
15 that Mr. Alan Geolot of the law firm of Sidley & Austin is
16 in attendance on behalf of Mr. Wadlow.

17 JUDGE SIPPEL: Good afternoon.

18 MR. GEOLOT: And if I may, Your Honor, Mr. Timothy
19 Fox is accompanying me today. During the break, we can work
20 on scheduling.

21 JUDGE SIPPEL: All right, thank you.

22 MR. COLE: Mr. Geolot also represents Ms.
23 Friedman, and we'll be chatting about her appearance.

24 BY MR. COLE:

25 Q Mr. Wadlow, are you a practicing attorney?

1 A Yes, I am.

2 Q How long have you been a practicing attorney?

3 A I graduated from law school in 1971, so 29 years.

4 Q And you currently are a partner at Sidley &
5 Austin's, is that correct?

6 A Yes.

7 Q Have you always been at Sidley & Austin for the 29
8 years?

9 A No.

10 Q What firms did you work with between you graduated
11 from law school and Sidley & Austin?

12 A Upon graduating from law school, I was the legal
13 assistant or law clerk to the chief justice of the Alaska
14 Supreme Court for about a year and a half. And then in late
15 1972, I joined Hogan & Hartson here in Washington. In May
16 of 1980, I left Hogan & Hartson and went to the Washington
17 office of Schnader, Harrison Siegel and Lewis, a
18 Philadelphia law firm. On April 1st of 1990, I left the
19 Schnader firm and joined Sidley & Austin, and I've been
20 there ever since.

21 Q Do you have an area of expertise in the practice
22 of law?

23 A I consider myself a communications lawyer, yes.

24 Q And how long have you -- strike that.

25 Am I correct in understanding that to mean that

1 you have engaged in practice largely before the Federal
2 Communications Commission and the courts with respect to
3 communications related issues?

4 A Yes. Not all my practice is directly before the
5 Commission or before any courts, but it's in the -- my
6 clients are all in the communications industries.

7 Q Fair enough. And how long have you specialized in
8 communications law?

9 A Since 1972 or '73.

10 Q Just for background purposes, you are also active
11 in the Federal Communications Bar Association, are you not?

12 A That is correct.

13 Q Okay. Could you just briefly outline your past
14 involvement in the FCBA?

15 A Oh, I've been involved with numerous activities of
16 the FCBA, served on several committees, chaired several
17 committees, I was a member of the executive committee for a
18 term or two. I served as president of the FCBA three or
19 four years ago.

20 Q Are you familiar with Michael Parker?

21 A Yes.

22 Q In the course of your practice, have you
23 represented Mr. Parker or entities controlled by Mr. Parker?

24 A Yes.

25 Q When did you first represent Mr. Parker?

1 A Sometime in the early to middle '80's. I don't
2 remember the exact year, but I guess maybe '82 or '83.

3 Q Do you currently represent him?

4 A No.

5 Q When did you stop representing him?

6 A 1992 or '93, somewhere in that timeframe.

7 Q And during the period from your first
8 representation, which I think you just put sometime in the
9 early to mid '80's, '82, '83, to the period, the point at
10 which you stopped representing him, that is '92, '93, did
11 you represent Mr. Parker continuously? That is, were there
12 times during that where you affirmatively did not represent
13 him?

14 A There were times when there was nothing going on
15 and nothing being done, but I don't believe that there was a
16 time when the relationship formally ended, if that's what
17 you mean.

18 Q That's exactly what I mean.

19 A And you have to understand, Mr. Parker was
20 represented by numerous other attorneys, as well.

21 Q During that timeframe?

22 A Yes.

23 Q Attorneys other than your law firm, or other than
24 you, personally?

25 A Well, other than me in the law firms, but also

1 with other law firms.

2 Q Do you know who those other attorneys were who
3 represented Mr. Parker?

4 A Which group do you mean?

5 Q Well, can you name other counsel who represented
6 Mr. Parker outside of Sidley & Austin?

7 A I know that the, what is it, Brown, Finn &
8 Knighter firm represented him for a period of time. Peter
9 Casciato I believe did some work for Mr. Parker. Peter
10 practices in San Francisco. And I believe there were
11 others, but I can't recall at this moment.

12 Q Could you describe, generally, for the Court the
13 nature of the matters in which you represented Mr. Parker?

14 A Well, they were generally licensing matters before
15 the FCC.

16 Q Broadcasting licensing matters?

17 A Yes.

18 Q Do you recall approximately how many separate
19 stations Mr. Parker held which you assisted him -- I
20 withdraw that question.

21 Were these licensing matters in which you
22 represented Mr. Parker television licensing matters or radio
23 licensing matters?

24 A I believe they were all television. There may
25 have been one or two exceptions, but, generally, they were

1 television.

2 Q Do you recall the number of television stations in
3 connection with which you represented Mr. Parker?

4 A One point of clarification. I suppose what I
5 represented were entities in which Mr. Parker was involved.
6 For the most part, anyway. And, you know, I suppose there
7 were maybe four, maybe six, something on that order.

8 Q And as I study the timeline, if I understand your
9 testimony correctly -- and, again, this is just for
10 background purposes, you were at Schnader, Harrison in 1980
11 when you first began to represent Mr. Parker sometime in the
12 early to mid '80's, and then in 1990 you moved to Sidley &
13 Austin?

14 A That's correct.

15 Q I think I may have jumped the gun in an earlier
16 question I asked. Let me just clear that up.

17 When you moved -- so Mr. Parker was your client at
18 Schnader, Harrison, is that correct?

19 A Well, actually, he was the client of a partner of
20 mine at Schnader, Harrison. I did some work on that series
21 of accounts in which Mr. Parker was involved.

22 Q And who is the partner at Schnader?

23 A Bob Beiser, Robert A. Beiser.

24 Q And when you moved from Schnader, Harrison to
25 Sidley & Austin, Mr. Parker came with you?

1 A I believe -- yes.

2 Q Mr. Beiser came with you, too, didn't he?

3 A Yes.

4 Q And you mentioned earlier on that Mr. Parker had
5 other counsel that you were aware of, and you mentioned
6 Brown, Finn and Mr. Casciato, and possibly others.

7 Do you know -- do you know the nature of the
8 matters that they represented Mr. Parker in?

9 A I believe they were similar type matters. I know
10 that Mr. Parker had interest in some stations where we did
11 not represent the licensee or the applicant. But I don't
12 really know the full extent of his representation by others.

13 Q Did Mark -- did Mr. Parker share with you
14 information about broadcast related transactions in which he
15 was involved but which you and your firm did not represent
16 him?

17 A I don't know what you mean by share information.
18 I was aware -- I don't know how.

19 Q Let me rephrase it.

20 MR. COLE: And, Your Honor, just for the record, I
21 -- in the break, prior to Mr. Wadlow's arrival, I put on the
22 witness stand two documents. One is the gray notebook with
23 the international emergency orange label entitled Phase 2
24 exhibit Adams Communications Corporation. And the second is
25 the black folder with the green label entitled Adams

1 Communications Corporation Phase 2 documents for official
2 notice.

3 BY MR. COLE:

4 Q Mr. Wadlow, you see those in front of you?

5 A Yes, I do.

6 Q Can you pick up the gray notebook, please, and
7 turn to tab Exhibit 51. Sir, you can look at it if you
8 like, but I have some housekeeping to do. Mr. Root of my
9 office is going to distribute to court reporter and Judge
10 Sippel and other counsel and you, two additional pages which
11 were omitted, inadvertently, from the exhibit as exchanged,
12 and we're just doing a little bit of housekeeping to clean
13 it up.

14 MR. COLE: And for the record, the two pages which
15 we are distributing at this point, consist of a cover
16 transmittal letter on the law firm's stationery of Brown,
17 Finn & Knighter signed by Erick Cravitz, dated July 23,
18 1991, addressed to the secretary of the FCC. And we have
19 numbered that Adams Communications Corporation Exhibit 51,
20 page 0 because that will be inserted at the front of this
21 exhibit.

22 And the second document which we -- second item
23 page would be found to be omitted from our copy of this
24 application is been paginated Exhibit 51, page 22(a). And I
25 will work with the reporter to make sure these are inserted

1 in their proper places in the reporter's copy. But as long
2 as I'm going to examine you about this, I want to make sure
3 you had a complete set. Okay.

4 JUDGE SIPPEL: What was that last number again,
5 20?

6 MR. COLE: 22(a) a). It goes between 22 and 23.

7 JUDGE SIPPEL: Okay.

8 BY MR. COLE:

9 Q Now, Mr. Wadlow, this is an application that is
10 Adams Exhibit 51 is an application for consent of the
11 transfer of control of a television licensee in Norwell,
12 Massachusetts, Television station WHRC.

13 Did you represent Mr. Parker in connection with
14 that application?

15 A I don't believe I ever represented Mr. Parker with
16 regard to anything in Norwell, Massachusetts, no.

17 Q Were you personally involved in any way in the
18 preparation of any portion of that application?

19 A No.

20 Q To your knowledge, was anyone at Sidley & Austin
21 in any way involved in the preparation of that application?

22 A Not to my knowledge.

23 Q Do you know why Mr. Parker did not rely on you or
24 your firm in connection with this application?

25 A No.

1 Q Do you -- did you speak with Mr. Parker about the
2 Norwell application at the time that it was prepared and
3 filed?

4 A No.

5 Q And do you recall if you spoke with Mr. Parker
6 about the Norwell application at any time before it was
7 prepared and filed?

8 A I have no recollection of ever discussing the
9 Norwell application with Mr. Parker.

10 Q Thank you. Now, I want to focus your attention,
11 again, in the gray folder. If you go to tab number 58.
12 Adams Corporation, Communications Corporation Exhibit No. 58
13 consists of a two page letter over your signature. You see
14 that?

15 A Yes.

16 Q Is that your signature on page 2?

17 A Yes.

18 Q Did you write this letter?

19 A I believe I must have. I don't have a specific
20 recollection of writing it.

21 Q Did you write it on February 18th, 1991?

22 A I have no reason to believe I wrote it at any
23 other time. I see on the second page that it was printed
24 out on February 18th at 6:37 p.m.

25 Q And when you mention that, you're referring to the

1 small footer or footnote line at the bottom?

2 A Yes.

3 Q RCW91847.SCD and then the date and time?

4 A Yes.

5 Q How did you come to write this letter?

6 A I have a vague recollection that Mr. Parker called
7 me and asked me to write a letter to this effect. That's my
8 vague recollection.

9 Q Did -- do you recall that Mr. Parker told you that
10 he needed it in a hurry?

11 A Yes, I -- I also have the recollection that he
12 needed it in a hurry and he needed it to show to some third
13 party. And my recollection that it was written in a hurry
14 is consistent with both my reading of it and my time sheet,
15 which I've subsequently seen.

16 Q And while we're talking about the time sheet, if
17 you could turn over to Adams Exhibit No. 59 still in the
18 gray notebook. This is a two page document -- two pages, a
19 two page exhibit.

20 The first page is a bill dated March 21, 1991,
21 addressed to Mr. Parker from Sidley & Austin. And the
22 second page is entitled Sidley & Austin's billing memorandum
23 time detail.

24 Now, when you referred to your billing records a
25 moment ago, is this what you were referring to?

1 A Yes.

2 Q And could you explain what page 2 of this -- of
3 Adams' 59 is? Could you interpret that for us, please?

4 A Well, I believe it's the printout of the time
5 record that was -- time records that were recorded during
6 that month on this client and matter.

7 Q And the column which is headed TKPR and some
8 initials immediately underneath it, which are RCW, is that
9 you?

10 A Yes.

11 Q And would it be correct to interpret this to
12 indicate that you recorded a total of 0.75 hours charged to
13 the Reading Broadcasting account?

14 A Yes, I believe that would be 45 minutes that I
15 spent in the conversation with the client, with Mr. Parker,
16 and drafting and getting the letter out.

17 Q Did any other attorney at Sidley assist you in the
18 preparation of this letter?

19 A I really can't recall. I would expect that if
20 any other attorney had, there would be a time record of such
21 involvement. But I really don't recall.

22 Q That would have been my thought, too. All right.
23 We look at the letter itself, in the first sentence you
24 refer to our opinion. See that?

25 A Yes.

1 Q Who does the word our refer to there?

2 A I don't know whether it refers to the law firm or
3 if it's stylistic way of avoiding the use of the word, my,
4 the first person singular.

5 Q And the use of the first person plural continues
6 throughout the letter, would you agree with that?

7 A Well, the last paragraph on that page is, contains
8 as I mentioned above. But there are some first person
9 plurals in there, yes, that's true.

10 Q Well, for example, the last sentence of the second
11 paragraph reads: however, we have reviewed the decision and
12 are generally familiar with the facts and issues involved.

13 Is that we -- is that refer to you personally?

14 A Yes, I would guess it does refer to me personally.

15 Q And same question with respect to the use of the
16 word our in the first line of the third paragraph, it is our
17 opinion that, et cetera. Is that you personally?

18 A Yes. I mean, that's sort of my guess sitting here
19 today. I don't really know what I was thinking in selecting
20 that word at the time.

21 JUDGE SIPPEL: Can I just ask a question?

22 MR. COLE: Sure.

23 JUDGE SIPPEL: For clarification here? When you
24 write -- I mean, this is -- in common parlance, this would
25 be -- this would be called an opinion letter. No?

1 THE WITNESS: Well, I don't think it's really a
2 formal opinion letter.

3 JUDGE SIPPEL: No, I follow you on that. But in
4 --

5 THE WITNESS: It's expressing a view.

6 JUDGE SIPPEL: It's expressing an opinion, a view.
7 But aren't -- in composing letters such as this and using
8 the plural, isn't that a common way of referring to a law
9 firm when you're a member of the law firm?

10 THE WITNESS: Yes. Yes, it is.

11 JUDGE SIPPEL: On what -- when would you draw the
12 distinction as to whether or not you mean yourself,
13 personally, or the law firm? I mean, what would be -- is
14 there some kind of a cut off point or some kind of a
15 characterization as this letter as opposed to another letter
16 would be yours, personally, versus the law firm?

17 THE WITNESS: I'm not sure I know how to answer
18 that question. I mean, a formal opinion letter would be
19 signed on behalf of the law firm, I believe, not by me
20 personally. I think in the context where this was written
21 in such apparent haste, given the time record and also given
22 the letter itself, that it's clearly not a formal opinion
23 letter.

24 JUDGE SIPPEL: Yes, I would accept that, recognize
25 that. Yes. All right, I'm -- go ahead.

1 BY MR. COLE:

2 Q Just by way of background, is Sidley & Austin have
3 an internal review process before formal opinion letters are
4 sent out?

5 A Yes. We do today. I can't recall if there was
6 such a process in '91. I suspect there was, but, I don't
7 recall, specifically.

8 Q To the best of your recollection, your February
9 18, 1991 letter did not go through any such process.

10 A Doesn't reflect that it did.

11 Q The letter, that is your February 18, '91 letter,
12 refers to the San Bernardino television proceeding or the
13 San Bernardino, California licensing proceeding. You see
14 that in the first paragraph?

15 A Yes.

16 Q Would you agree that that was a FCC comparative
17 proceeding entitled Religious Broadcasting Network?

18 A Yes, that was a very hotly contested multi-party
19 proceeding that it seemed like half the bar was involved
20 with.

21 Q And just for purposes of our conversations this
22 afternoon, if I refer to San Bernardino or Religious
23 Broadcasting, please understand I'm referring to this
24 proceeding we're talking.

25 A Certainly.

1 Q Thank you. Well, in my calculation, if half the
2 bar represented people, then Sidley & Austin represented
3 somebody in San Bernardino. A witness? I withdraw that.

4 Schnader, Harrison represent an applicant in the
5 San Bernardino proceeding?

6 A Yes.

7 Q And were you involved in the representation of
8 that San Bernardino applicant?

9 A Yes. Again, it was a client of Mr. Beiser's.

10 Q Do you recall what the name of that applicant was?

11 A I don't recall the full legal name, but it was
12 Inland Empire was beginning of the name.

13 Q Was Mr. Parker associated with Inland Empire?

14 A No.

15 Q But Mr. Parker was associated with another San
16 Bernardino applicant, was he not?

17 A Yes, this SBBLP.

18 Q And just for the record, I believe the full name
19 of that is San Bernardino Broadcasting Limited Partnership,
20 but I appreciate the opportunity to say SBBLP. That'll do
21 fine, thanks.

22 From your participation in the Religious
23 Broadcasting proceeding, were you aware that one of the other
24 competing applicants in that proceeding had requested that a
25 potentially disqualifying real party in interest issue be

1 added with respect to SBBLP?

2 A Yes. We did not -- I say we, I and the other
3 lawyers at Schnader and Sidley & Austin, did not participate
4 on that issue, but I was aware of the issue. Separate
5 counsel was hired to represent Inland Empire on that issue.

6 Q But you were aware an issue had been requested.

7 A Yes.

8 Q And you were aware an issue had been added, is
9 that correct?

10 A Yes.

11 Q Did you ever advise Mr. Parker that no character
12 issue had ever been sought against SBBLP in the Religious
13 Broadcasting case?

14 A I don't recall ever discussing that with Mr.
15 Parker, no.

16 Q Did you ever advise Mr. Parker that no character
17 issue had been added against SBBLP in the Religious
18 Broadcasting case?

19 A I can't recall any such conversation. I can't
20 believe I would have.

21 Q Why not? Why can't you --

22 A Because I'm aware that one was.

23 Q Now, could, Mr. Wadlow, please take a look in the
24 black folder, which is entitled Phase 2 documents for
25 official notice.

1 MR. COLE: I'm sorry, Mr. Geolot, do you have a
2 copy of these? Because I can get you a copy.

3 MR. GEOLOT: If I can have a copy, I'd appreciate
4 it.

5 MR. COLE: I apologize for my oversight. Copy is
6 being delivered to you right now.

7 JUDGE SIPPEL: You got to be sure and work with
8 the reporter again. Be sure he gets all these name
9 spellings, too.

10 MR. COLE: Yes.

11 BY MR. COLE:

12 Q Mr. Wadlow, if you could turn, please, to document
13 number 2, which is the initial decision of Judge Gonzales in
14 the Religious Broadcasting Network case. And, in
15 particular, turn to page 7 in the Adams pagination. The far
16 lower righthand corner has Adams pagination, the Read Adams
17 Phase 2, doc 2, page 7.

18 See where we're at?

19 A Yes.

20 Q Okay. And would you agree -- well, let me refer
21 your attention, particularly, to paragraphs 57 through 60,
22 and you're still free to review this if you like, or I can
23 ask you the question and then you can review it. Whatever
24 your preference is.

25 A I don't care, whatever you want to do.

1 Q Well, my question to you is would you agree in
2 those paragraphs that a presiding judge held that SBBLP was
3 disqualified?

4 MR. GEOLLOT: Your Honor, while Mr. Wadlow's
5 reading that, could I raise an objection to any questions by
6 Mr. Cole seeking to illicit legal opinions from Mr. Wadlow?
7 He's appearing here today as a fact witness. By giving his
8 background in communications law, he's obviously is a person
9 who serve as an expert witness in that case. He's not
10 called as a expert witness in this case, and is appearing
11 solely as a fact witness.

12 Thus, to the extent that he's being asked
13 questions that seek legal opinions that is beyond the scope
14 of the subpoena that Mr. Cole served, and are inappropriate
15 questions. If Mr. Cole wants to have an expert come up and
16 testify about what the Religious Broadcasting case means, he
17 should get an expert to do that. Hire one to do that.

18 It is certainly permissible to ask Mr. Wadlow's
19 understanding at the time as a factual matter what these
20 decisions meant at the time of the issues in this case. Our
21 issue here -- but it is improper for him to ask questions to
22 seek legal opinion testimony from Mr. Wadlow. He's a fact
23 witness, that's all he's appearing as, and he shouldn't be
24 asked questions that call for legal conclusions.

25 He can ask about what his understanding at the

1 time that the legal, that the fact issues are involved. But
2 it's inappropriate to ask him questions that seek to illicit
3 factual -- that seek to illicit legal opinions.

4 JUDGE SIPPEL: I don't -- I can't believe -- I
5 don't think that Mr. Cole would call an expert witness to
6 explain to me what this case is about. I mean, I don't
7 think he will do that. But you want to respond to that?

8 MR. COLE: I'm -- Mr. Wadlow, in his February 18,
9 1999 letter, 1991 letter has provided an opinion, as Your
10 Honor correctly pointed out --

11 JUDGE SIPPEL: Well, I was -- wait a minute now.

12 MR. COLE: I'm sorry, you --

13 JUDGE SIPPEL: I was corrected. Mr. Wadlow
14 testified as to what it was and that's what it was.

15 MR. COLE: I did not mean to characterize it as a
16 formal opinion letter, but I think he -- it certainly
17 provided an opinion. His own, apparently his own personal
18 opinion about what this case, that is San Bernardino, was
19 all about. But that was the bottom line of it was, so to
20 speak. And --

21 JUDGE SIPPEL: I think he said it was his view on
22 the case.

23 MR. COLE: His view, exactly. And I'm seeking the
24 opportunity to explore that and I'm trying to lay a
25 foundation by showing him the judge's decision and asking

1 him focus his attention on particular section, and obviously
2 if he wants to read other sections, he certainly feel free
3 to. And I'm not illiciting his expert testimony, by any
4 means. I'm not seeking to do that.

5 JUDGE SIPPEL: Well, then how about limiting the
6 question to the -- to what his understanding of that
7 decision was as of at the time now?

8 MR. COLE: Fine. Fine.

9 MR. GEOLLOT: And, Your Honor, that's perfectly
10 permissible. It's going beyond that is what --

11 JUDGE SIPPEL: I hear you.

12 MR. GEOLLOT: Is objectionable.

13 JUDGE SIPPEL: I hear you.

14 BY MR. COLE:

15 Q All right, let me restate my question, then, Mr.
16 Wadlow.

17 Did you understand at the time the initial
18 decision in the San Bernardino case came down, that Judge
19 Gonzales had found SBBLP to be disqualified?

20 A Are you asking my understanding in October of 1987
21 when the initial decision was issued, or in February of '91
22 when the letter was written?

23 Q Well, let's start in October of 1987.

24 A Well, Judge Gonzales concluded, alternatively,
25 that SBBLP would be disqualified, or in the alternative,

1 that it was denied integration credit.

2 Q And am I correct, sir, that the alternative was
3 subject to the condition that the disqualification be found
4 too harsh on review?

5 A That's what it says in paragraph 60.

6 Q So the judge did disqualify SBBLP, that was your
7 understanding in 1987?

8 A I can read paragraph 60 sitting here. I don't
9 frankly recall what my understanding was in 1987.

10 Q Okay, let me ask you --

11 A This was -- this was a big case and I was sort of
12 avoiding the SBBLP issues at the time. I was not involved
13 in litigating that issue.

14 Q Let me refer you, then, to the gray folder and the
15 last document in Exhibit No. 61, which is an excerpt from
16 Inland Empire Television's reply to exceptions filed with
17 the FCC's review board in January of 1988. And it's an
18 excerpt which consists of a title page, a table of contents,
19 a summary. And then all pages, which according to the table
20 of contents, relate to SBBLP. And then, finally, the
21 signature page.

22 And ask if -- please take a look at that. And my
23 question to you is does this reflect -- refresh your
24 recollection as to what your understanding of Judge
25 Gonzales' decision in 1987 or early 1988 was with respect to

1 SBBLP.

2 A I remember seeing this document at my deposition.
3 I do not -- I don't believe I have any independent
4 recollection of the document, other than at my deposition.

5 Q Please refer to page 1, that is the title page.
6 That is your name between Mr. Beiser's and Mr. Blakely's?

7 A Yes, it is.

8 Q And final page, which is page 8, Adams page 8 on
9 the signature line also includes Mr. Beiser's, Mr. Wadlow's,
10 Mr. Blakely's names, is that correct?

11 A Yes.

12 Q Do you have any reason to believe that Mr. Beiser
13 and Mr. Blakely, or Mr. Blakely filed this without your
14 knowledge at the time?

15 A No, that's not what I testified. I testified I
16 don't have any recollection of it.

17 Q Do you have any reason to believe that this was
18 not a true and accurate copy of these portions of the Inland
19 Empire reply to exceptions concerning SBBLP?

20 A No, I certainly take your word that this is what
21 you purport it to be. I'm just saying I don't have any
22 independent recollection of this document. Doesn't mean I'm
23 suggesting it's inaccurate or it's not what you say it is.

24 Q You mentioned earlier on that separate counsel had
25 represented Inland Empire with respect to the SBBLP issue

1 before Judge Gonzales. Can you recall whether separate
2 counsel assisted in connection with the exceptions related
3 to SBBLP?

4 A I know there were some pleadings that separate
5 counsel specifically signed off on, and there was an
6 explanatory paragraph or footnote explaining that separate
7 counsel was engaged on those issues. I do not recall
8 whether there was such an arrangement on this pleading.
9 There were on some.

10 Q Do you see any indications signature line on this
11 exhibit or on the front page that would indicate that any
12 counsel other than Schnader, Harrison was involved in this
13 pleading?

14 A No. But I know in some of those pleadings, there
15 were footnotes in the middle of the text that explained
16 that. And I -- I don't know whether separate counsel was
17 used on this pleading or not.

18 Q Now, in your letter, February 18 letter, which is
19 Adams 58, you indicate in the third paragraph, the last
20 sentence in the third paragraph, that the ALJ did not find
21 that you, referring to Mr. Parker, had done anything
22 improper or that anything you had done, that is Mr. Parker
23 had done, reflected adversely on Mr. Parker.

24 You see that language there?

25 A Yes.

1 Q Now, if you could, look back to paragraph 60 of
2 Judge Gonzales' decision, or the section beginning with
3 paragraph 57 through paragraph 60. And in light of Judge
4 Gonzales' decision, isn't it true that the sentence that I
5 just read to you from your letter is not accurate?

6 A Well --

7 MR. GEOLLOT: Objection, Your Honor, on the same
8 basis if he wants to frame it in terms of understanding in
9 1991, that's fine. But to the extent he's calling for a
10 legal conclusion, that's improper.

11 JUDGE SIPPEL: Well, I think it's very clear he is
12 not, and I'm certainly not looking for a legal conclusion
13 from this witness. It's the witness' understanding in the
14 context of that case, he happened to be participating as a
15 lawyer. And I'm looking at this as a mixed bag of law and
16 fact, with the emphasis on the fact.

17 But I -- I mean, I understand your sensitivity on
18 this one, but I'm going to overrule the objection and
19 require an answer to the extent the witness can do so.

20 THE WITNESS: Could you repeat the question? I'm
21 sorry.

22 MR. COLE: Sure.

23 BY MR. COLE:

24 Q Would you not agree that in light of paragraphs 57
25 through 60 of Judge Gonzales' opinion, that is his initial

1 decision identified as document number 2 in Adams' official
2 notice documents, wouldn't you agree that in light of
3 paragraphs 57 to 60 of that decision, your sentence in the
4 February 18, 1991 letter, that is the ALJ did not find that
5 Mr. Parker had done anything improper or that anything Mr.
6 Proper had -- Mr. Parker had done reflected adversely on Mr.
7 Parker was inaccurate.

8 A Well, I don't have, as I mentioned, a specific
9 recollection of what my understanding was or what I did at
10 the time of drafting this letter in February of 1991.
11 However, I am aware that in October of 1990, there was a
12 final settlement in the San Bernardino proceeding. And I
13 believe that that was in my mind. And the sense that I was
14 trying to convey is that as ultimately disposed of, there
15 was nothing in the case that adversely reflected on Mr.
16 Parker.

17 Now, if I had more time, more than the 45 minutes
18 to talk to Mr. Parker, write the letter and get it out,
19 maybe I would have gone into more analysis here. And maybe
20 I would have said instead of however, the ALJ did not find,
21 I would have said something about however, as ultimately
22 resolved, there's nothing in the case.

23 But I think the conclusion, other than the
24 reference to the ALJ, is accurate.

25 Q But with the reference to the ALJ, it is not

1 accurate, is that correct?

2 A Well, what was in my mind at the time, I am sure,
3 is the situation that was extant in 1991. And that was
4 after the AL- -- after the review board had approved the
5 settlement and had denied the application. Not dismissed it
6 as disqualified. And had even approved a payment of
7 \$850,000 to that applicant. And, I might add, awarded the
8 license, construction permit to an applicant, another
9 applicant that the ALJ had found disqualified.

10 Q In the black notebook, please, Mr. Wadlow,
11 there're documents. Could you turn to document number 3,
12 which is the review board's decision in July of 1988 on
13 initial acceptance of Judge Gonzales' decision. Do you have
14 that in front of you?

15 A Yes.

16 JUDGE SIPPEL: Sorry, what number are you on?

17 MR. COLE: Number 3.

18 BY MR. COLE:

19 Q Now, look, please, at paragraph -- well, page 1,
20 Adams document, page 1, paragraph 1, last sentence, which
21 reads we adopt the ALJ's findings and conclusions, except as
22 modified herein and affirm his ultimate conclusion that the
23 grant to Channel 30 is consistent with applicable commission
24 policy and precedent.

25 You see that?

1 A Yes.

2 MR. GEOLLOT: Sorry, can you -- where are we,
3 again?

4 MR. COLE: I'm paragraph 1 -- this is Adams'
5 document for official notice number 3, page 1 of that,
6 paragraph 1, last sentence which is in the middle of the
7 second column. Got it? And it's we adopt the ALJ's
8 findings.

9 BY MR. COLE:

10 Q In 1991, did that sentence suggest to you that the
11 review board was reversing Judge Gonzales' disqualification
12 of SBBLP?

13 A Well, the -- the review board did not dismiss the
14 SBBLP application. They denied it. And I believe what they
15 did is specifically referred, and I don't know where it is,
16 but it's specifically referred to the denial of integration
17 credit.

18 But, let me explain them in my earlier answer, I
19 was also referring to the October 31st, 1990 review board
20 decision approving the settlement.

21 Q I understand. I'm trying to take this one step at
22 a time.

23 A Okay.

24 Q And see what there is out there that we can look
25 at. All right.

1 Now, it also, please -- I'm sorry. Turn to page
2 7, Adams document page 7, paragraph 18. And I'm looking in
3 particular to the last two sentences of that paragraph which
4 begin about two-thirds of the way down, paragraph 18, having
5 reviewed in totality the underlying record on this matter --
6 and this matter you can confirm to yourself refers to the
7 real party in interest issue relative to SBBLP.

8 Having reviewed in totality, the underlying record
9 on this matter, we find no errors -- no error in the ALJ's
10 core conclusions that Van Osdel is neither the sole or
11 dominant management figure purported by SBB, but a
12 convenient figure. She can claim no serious or material
13 role in SBB's most elementary affairs. SBB is a trans ?
14 sham, citation omitted, and the ALJ justly rejected its
15 attempt to fraud.

16 In January -- I'm sorry, in February of 1991, did
17 you view that language as reversing Judge Gonzales'
18 disqualification of SBBLP?

19 A As I testified I don't really recall much about
20 drafting the 1981, 1991 letter, excuse me. I am aware that
21 just three months before, the other review board decision
22 had come down. I don't recall having a review at that time
23 of this review board decision.

24 Q Okay. Still in Adams document 3, let me refer
25 your attention to document 3, page 6, paragraph 14 in the

1 upper lefthand portion of the page. And just for reference
2 purposes, you would refer back to the preceding page, you'll
3 see that we're -- the review board decision at the point I'm
4 directing you, concerns Sandino.

5 And, in particular, I refer you -- your attention
6 to page 6, the upper lefthand portion of paragraph 14 coming
7 over from that preceding page. And I refer you to language
8 beginning approximately half way down that partial paragraph
9 which reads: Under the circumstances conveyed by Oti,
10 circumstances not contradicted in the I.D. or the record, we
11 find that the ALJ's disqualification of Sandino from this
12 proceeding was error.

13 You see that?

14 A Yes.

15 Q Are you aware -- strike that.

16 Were you in February of 1991, aware of any
17 recruitment language with respect to SBBLP in this review
18 board decision?

19 A Well, in this review board decision in paragraph
20 63, the SBBLP decision -- application is denied, not
21 dismissed as disqualified.

22 Q And you're referring to paragraph 63 which runs
23 from page 19 to page 20 in this document?

24 A Yes.

25 Q And am I correct in understanding what you're

1 saying that if I were to turn to the corresponding ordering
2 clause in the initial decision of Judge Gonzales, it would
3 not say the SBBLP application was denied, but rather it
4 would say it was dismissed?

5 A I don't recall what that said.

6 Q Okay, it's document number 2, page 34. I'm not
7 sure I have a question pending, but if I do, I withdraw it.

8 So, your testimony, Mr. Wadlow, that the fact that
9 the review board in the July, 1988 decision denied the SBBLP
10 application while Judge Gonzales dismissed it signified --
11 strike that.

12 Was it your view in February of 1991 that the fact
13 the review board's July '88 decision dismissed the SBBLP
14 application, while Judge Gonzales' initial decision -- I'm
15 sorry.

16 MR. COLE: I apologize, Your Honor, I'm getting
17 lost. I withdraw everything I've said. I'm going to start
18 again.

19 BY MR. COLE:

20 Q Is it your testimony, Mr. Wadlow, that in February
21 of 1991, your understanding was that SBBLP's application was
22 not disqualified because in July of 1988, the review board
23 had merely denied it, as opposed to dismissing it, as Judge
24 Gonzales had done?

25 A My testimony is based primarily on the October,

1 1990 review board decision. That is what would have been in
2 my mind three months later, two and a half months in
3 February of 1991.

4 Q But you've testified this afternoon to some
5 perceived distinction between an application being dismissed
6 and an application being denied, have you not?

7 A I believe there is a distinction.

8 Q And what is that distinction?

9 A I believe when an applicant is found disqualified,
10 his application is dismissed. Otherwise, when a competing
11 application is granted, an application is denied.

12 Q So, if an application were to be dismissed, that
13 would be an indication that the applicant was disqualified?

14 A There could be other reasons.

15 MR. GEOLLOT: Objection, Your Honor, again seeking
16 to get legal testament from the witness.

17 JUDGE SIPPEL: Well, I think they're on the same
18 wave length. And, again, as I said, I am not looking for a,
19 quote, legal opinion from the witness.

20 MR. GEOLLOT: Thank you, Your Honor.

21 JUDGE SIPPEL: I recognize your concern. Go
22 ahead.

23 THE WITNESS: There may be other circumstances
24 that could lead to a dismissal.

25 BY MR. COLE: